



**COMMONWEALTH OF MASSACHUSETTS**  
**DEBT COLLECTION SERVICES STATEWIDE CONTRACT**  
**DEPARTMENT COLLECTION ACCOUNT REFERRAL CONTRACT**

This Contract may be executed only with authorized Collection Agencies with an approved Debt Collection Services Statewide Contract on file with the Office of the Comptroller. No debt collection services may be provided or may be compensable until this Contract has been properly executed and filed with the Office of the Comptroller.

Department Name:	Address:
Department Principal Contact Person:	Telephone:
	Fax:
	Email Address
Contractor Name:	Address:
Contractor Principal Contact Person for this Debt:	Telephone:
	Fax:
	Email Address

This *Department Collection Account Referral Contract* (hereinafter referred to as the "Contract") incorporates by reference all of the terms and conditions of the Debt Collection Services Statewide Contract currently on file with the Office of the Comptroller. By executing this Contract, the Contractor and the Department agree to comply with the terms and conditions of the Debt Collection Services Statewide. A Contract must be executed by the Contractor and a Department prior to the referral of any collection accounts to the Contractor for debt collection services. The effective start date of any Contract executed pursuant to the Statewide Contract shall be the latest of the following dates: the date the Contract has been executed by authorized signatories of the Department referring collection accounts, the Contractor, or a later date as is specified in the Contract. This contract shall terminate on the termination date of the Statewide Contract unless terminated earlier by the Department or the Office of the Comptroller in accordance with the terms of the Statewide Contract. Unless otherwise authorized by general or special law, regulation, other legislative act or as included as part of the Statewide Contract, the Commonwealth shall be under no legal obligation to compensate the Contractor for any services provided prior to the effective start date of the Statewide Contract and the effective date of this Contract. The Department and the Contractor understand and agree that any encumbrance submitted under this Contract may be modified by the Office of the Comptroller to reflect the effective start date of the Statewide Contract or the underlying Contract in accordance with this Section. Pursuant to 815 CMR 9.06, all debts, unless otherwise specified by the Department submitting the debts, will be submitted simultaneously to intercept and debt collection. Authorized Collection Agencies have the right to refuse and return debts to the submitting Department until intercept efforts are completed. Authorized Collection Agencies may only be compensated for fees from debt funds which the Agencies actually collect and deposit as prescribed by the Office of the Comptroller. Therefore, Authorized Collection Agencies that accept a debt that has been submitted simultaneously for intercept and debt collection assume the risk that the debt will be successfully intercepted in whole or in part by the Office of the Comptroller prior to the Agency's collection of the debt, and the Agency shall not be entitled to any compensation for debt collection work performed. The Contractor shall be compensated only for services provided in accordance with the terms and conditions of the Statewide Contract. The Department and the Contractor shall document the details and terms and conditions for all debt collection accounts and activity in accordance with the Statewide Contract. Any terms and conditions that are included under this Contract which conflict with the terms and conditions of the Statewide Contract shall be void.

IN WITNESSETH WHEREOF: The Department and the Contractor have caused this Contract to be executed by their respective authorized officers as of the last date written below:

<p style="text-align: center;"><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b></p> <p>X: _____          (Signature of Contractor's Authorized Signatory)</p> <p>DATE: _____          (Date must be handwritten at time of signature)</p> <p>NAME: _____</p> <p>TITLE: _____</p>	<p style="text-align: center;"><b>AUTHORIZING SIGNATURE FOR THE DEPARTMENT:</b></p> <p>X: _____          (Signature of Department's Authorized Signatory)</p> <p>DATE: _____          (Date must be handwritten at time of signature)</p> <p style="text-align: center;">NAME: _____</p> <p>TITLE: _____</p>
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